

**TOWN OF GREENWICH  
PURCHASING DEPARTMENT  
101 Field Point Road  
Greenwich, CT 06830  
203 622-7881**

**NO.: 6844 RFP**

**ISSUE DATE: 2/13/12**

**DEADLINE DATE: 3/6/12**

**DEADLINE TIME: 3:00 P.M.**

☐ **REQUEST FOR BID**

☒ **REQUEST FOR PROPOSAL**

**QUESTION DEADLINE: 2/23/12**

**TIME AND DATE: \_\_\_\_\_**

**LOCATION: \_\_\_\_\_**

**ITEM/CATEGORY TOWN OF GREENWICH MEDICAL SERVICES**

**LOCATION TOWN OF GREENWICH**

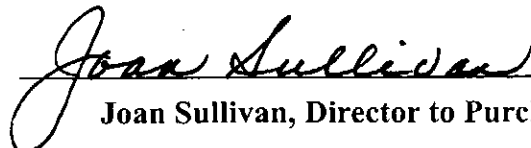
☐ **PREQUALIFICATION**

☒ **STANDARDS/SPECIFICATIONS (ATTACHED)**

☒ **INSURANCE REQUIRED (SEE ATTACHED)**

**PLEASE NOTE:**

1. Sealed Bids/Proposals are due at the Town of Greenwich Purchasing Department on date noted. NO bids/proposals will be accepted after the date and time specified above. Whether the bid/ proposal is sent by mail or commercial express service, the bidder/proposer shall be responsible for actual delivery of the bid/proposal to the PURCHASING DEPARTMENT before the deadline time. Bids/proposals received after the deadline time will not be considered. PLEASE CLEARLY INDICATE BID/PROPOSAL NUMBER ON LOWER LEFT-HAND CORNER OF ENVELOPE.
2. BIDS/PROPOSALS ARE NOT ACCEPTED BY FAX OR E-MAIL.
3. COMPANY NAME AND ADDRESS MUST CONFORM ON ALL DOCUMENTS INCLUDING INSURANCE DOCUMENTS.
4. Bid/Proposal number must appear on all bids and related correspondence.
5. The Town of Greenwich is exempt from Federal and State Taxes.
6. The Town will consider an alternate bid only if bidders have been permitted to provide an alternate bid. An alternate bid must be clearly identified as such in order to be considered by the Town.
7. Stated prices are to be FOB destination inside delivery, unless otherwise specified herein.
8. Terms and Conditions indicated on reverse.



**Joan Sullivan, Director to Purchasing**

**An Affirmative Action/Equal Opportunity Employer, M/F/H**

## Terms and Conditions

Bidders shall familiarize themselves with all provisions of the specifications and shall not at any time after submitting bid, dispute any of the specifications or assert that there was any misunderstanding in regard to the furnishing and delivering of the items called for in the proposal.

The Town of Greenwich reserves the right to issue addenda as needed on bids/proposals.

The Town of Greenwich reserves the right to reject any and all bids not deemed to be in the best interest of the Town of Greenwich, or to accept that bid which appears to be in the best interest of the Town of Greenwich. The Town of Greenwich reserves the right to waive any informalities in or reject any or all bids, or any part of any bid.

References to a particular trade name or manufacturer's catalog or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the Town of Greenwich. They should not be construed as, nor are they intended to exclude proposals on other types of materials, equipment and supplies. However, the bidder, if awarded a contract will be required to furnish the particular item referred to in the specification or description unless a departure or substitution is clearly noted and described in the proposal.

Bidders shall provide one price for each specified required line item and no more than one total lump sum bid unless allowed to do otherwise by the Request For Bid document. Bidders shall not include in their prices any Federal or State taxes from which the Town of Greenwich is exempt.

The successful bidder/s shall indemnify the Town of Greenwich against all losses, claims, actions and judgments brought or recovered against the contractor or the Town of Greenwich.

No proposal shall be received from, or contract awarded to, any person, firm or corporation who is in default or in debt to the Town of Greenwich for non-performance of any contract, or who is a defaulter as surety or otherwise from any obligation to the Town of Greenwich.

Bids must be signed in ink by the vendor. No bids shall be made in pencil. Any bids showing any erasures or alterations must be initialed by the bidder in ink. Failure to sign and give all information requested in the proposal may result in the bid being rejected.

Quantities as listed on the bid sheets are estimated for bidding purposes only. Award of contract shall be for the quantities actually ordered as needed during the contract period. However, the Town of Greenwich reserves the right to increase or decrease the quantities by 10%.

Unit prices quoted shall be net exclusive of all taxes, and must include all transportation, delivery and unloading costs; fully prepaid F.O.B. destination in place inside delivery. Debris, if any, removed.

The Town of Greenwich reserves the right to make awards on an item by item, total or lump sum basis. Where an award is made on an item by item basis, the unit price prevails. The Town reserves the right to make award in best interest of its own operation. All awards are contingent upon certification by the Town Comptroller that funds are available in appropriate accounts.

It is understood that prices shall hold firm and prevail for the actual quantities required or ordered as needed during the life of the contract whether more or less than estimated quantities. Unit prices shall not be subject to any increase during the life of the contract.

All deliveries are to be made within the time period specified in the bid proposal upon receipt of written purchase order or authorized verbal requests except as may be otherwise arranged by Supplier and Purchaser. Receipt of contract is not authority to ship. Emergency deliveries are to be made within twenty-four (24) hours from receipt of a telephone request from the Director of Purchasing and Supply. All deliveries are to be made on business weekdays between the hours of 9:00 A.M. and 4:00 P.M. except as may be otherwise arranged by the Supplier and Purchaser.

In the event deliveries are not made as specified to a Town delivery point, the Director of Purchasing and Supply shall reserve the right to purchase any such bid item on the open market and to charge any increase in price paid over the current contract price to the account of the vendor.

All bids will be awarded or rejected within sixty (60) days of bid opening date or for the stated period of validity, if different. Therefore, bidder agrees that prices will remain firm for acceptance for that period.

The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The contractor, however, will take affirmative action to insure that minority group members are employed and are not discriminated against during employment. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship.

-- The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract of understanding, a notice advising the labor union or worker's representative of the contractors' commitments under this specification and under rules, regulations and orders promulgated by the State.

"Affirmative Action" means procedures which establish hiring and employment goals, timetables, and practices to be implemented, with good faith efforts, for minority group members.

"Minority Group Members" as identified in EEO-4 reports shall mean Black, Hispanic, Asian or Pacific Islanders, American Indian, and Alaskan Natives.

The contractor or subcontractor offers and agrees to assign to the public purchasing body all right, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act, 15 U.S.C. Section 15, or under Chapter 624 of the General Statutes of Connecticut, arising out of the purchase of services, property or intangibles of any kind pursuant to a public purchase contract or subcontract. This assignment shall be made and become effective at the time the public purchasing body awards or accepts such contract, without further acknowledgment by the parties.

## **TOWN OF GREENWICH**

### **REQUEST FOR PROPOSAL #6844    DEADLINE: 3/6/12 AT 3:00 P.M.**

#### **TOWN OF GREENWICH MEDICAL SERVICES**

##### **BACKGROUND**

The Town of Greenwich Purchasing Department on behalf of its Human Resources Department is seeking proposals from medical services firms for medical provider services.

The intention of this RFP is to establish a service agreement with one (1) or more contractors who will, upon request, provide the Town with the services, labor and supplies described in the specifications of this RFP. The Town reserves the right to award to one (1) or more than one (1) Contractor for all or part of the specified medical services. There is no guarantee as to the amount of services, labor or supplies that the Town may purchase during the term of the service agreement.

The service agreement will have an initial term of one (1) year. In addition there will be four (4) option years that may be engaged through the mutual consent of both parties on an annual basis.

At the request of the Town, the Contractor shall provide services based on the prices provided in the Reply Sheets. After services have been provided, the Contractor shall invoice the Town. Payment will be made for services rendered and accepted by the Town.

The cost of these services in total during 2010 through 2011 was approximately \$100,000. However, the Town makes no guarantee as to the actual amount that may be spent on medical services. The Town reserves the right to spend more or less than the estimated amount.

The pricing supplied on the Reply Sheets shall remain fixed for at least the first year of the service agreement. Any increases or decreases in pricing for the option years of the service agreement must be declared on the Reply Sheets in order to be valid.

##### **GENERAL QUALIFICATIONS OF THE CONTRACTOR**

###### **Professional Qualifications For Physicians**

Physicians must be graduates of legally chartered medical schools accredited by the Association of American Medical Colleges and Council on Medical Education of the American Medical Association. Physicians must hold unrestricted licenses to practice medicine in the State of Connecticut and have current Drug Enforcement Administration (DEA) registration numbers.

## **Professional Qualifications For Physician Assistants**

Physician Assistants must hold unrestricted licenses to practice medicine in the State of Connecticut and have current Drug Enforcement Administration (DEA) registration numbers.

## **Experience**

Both physicians and physician assistants must be practicing adult primary care physicians/physician assistants with ten (10) years experience performing medical evaluations of applicants/employees for essential job functions, fit-for-duty evaluations and for occupational disability determination. In addition, the contractor including any subcontractors may not see Town employees as private patients or otherwise be a treating physician for town employees.

## **Professional Qualifications and Experience For Registered Nurses and Medical Technicians**

Registered Nurses and Medical Technicians must hold unrestricted licenses to practice medicine in the State of Connecticut.

## **Location of Medical Service Provider's Facility**

The location of the chosen medical service provider's facility shall be within a radius of eight (8) miles from Greenwich Town Hall, which is located at 101 Field Point Road. A proposal from a medical service provider whose servicing facility is further than eight (8) miles radius from Greenwich Town Hall shall not be considered.

## **SCOPE OF WORK**

### **Review of Essential Functions of Positions**

The successful Contractor(s) shall review and understand the essential functions of all positions with the Town of Greenwich. This is critical for both the pre-employment examinations, annual and biennial examinations for Police and Fire personnel, disability examinations and independent medical examinations.

The Contractor must possess the medical knowledge, skills, ability and experience to recommend improvement to our process.

### **General Pre-employment Medical Examinations (non public safety)**

The Contractor shall review medical history questionnaires, perform medical examinations and complete medical reports. Drug screens are to be included in all pre-employment physicals (either DOT or non DOT).

When the essential functions of the position require physical activity, a limited functional capacity examination is included in the examination.

For Board of Education positions, a PPD is included.

For health care workers, a PPD is included. If the applicant tests positive for tuberculosis or has been immunized with BCG, a chest x ray and evaluation is to be performed.

### **Pre-employment and Annual/Biennial Physicals For Public Safety (Police and Fire Candidates)**

The examinations will include the following:

- Review of individual health questionnaires on all applications
- Completion of medical examination reports, summary of findings and determination if applicant is physically capable of performing the essential functions of the position
- Stress tests
- PPD test, when required
- OSHA respiratory exam, when required
- Drug screen (new hire only)
- PSA for those over 40

### **OSHA compliance examinations for Firefighters**

#### **Respirator Form Review**

#### **Respirator Exam**

#### **Blood Typing**

### **Fitness For Duty/Disability/Independent Medical Evaluations**

The chosen Contractor shall conduct medical evaluations on employees referred for a Fitness For Duty and/or a functional analysis and assessment. The Town will provide the physician with medical documentation regarding the condition or injury as well as a list of essential job functions and any additional information which may be pertinent. The examinations will include but are not limited to the following:

- Access to medical history and medical records as well as access to the employee's medical providers when necessary
- Intake medical history and review of medical records and conduct interviews with relevant individuals

- Performance of medical examination on referral, including any of the following tests deemed necessary or appropriate to make a determination: vision and hearing, cardiovascular system at rest and after exercise, musculoskeletal, laboratory, etc.
- Complete functional assessment report. This report may include any restrictions and limitations on the employee's physical ability to perform the essential functions of the job, duration of those restrictions and the reasons supporting the findings. The report could also recommend the employee resume the full range of duties and responsibilities.

### **Consultations**

The Contractor shall provide consultation services upon request.

### **Town of Greenwich DOT Drug and Alcohol Testing Program**

The Contractor must be certified as a Medical Review Officer. The Contractor will generate monthly random lists for drug screening and submit such list to the Town of Greenwich Human Resources Department and follow all federally mandated rules and regulations for the DOT Random Drug Testing Program.

The Contractor shall offer off-hours drug and alcohol testing for DOT purposes.

The Contractor will offer reasonable suspicion testing for DOT and non DOT purposes.

- Administration of Program
- Random NIDA Drug and Breath Alcohol Testing
- Preplacement Drug and Alcohol Screening Only – For Those in Safety Sensitive Positions, i.e. Boat Crew and Lifeguards
- NIDA Urine Drug Screen with/MRO
- Non-NIDA Urine Drug Screen with/MRO
- Breath Alcohol Test

### **Pre-offer Candidate Limited Functional Capacity Evaluation – Generally Full Day.**

This is an evaluation by an Occupational Therapist or Physical Therapist of candidates for specific positions, such as Custodian, Laborer, Gardener, etc. It is performed on Town premises and evaluated by the Contractor.

## **Scheduling of Exams, Reporting**

Examinations will be scheduled by the Town of Greenwich Human Resources Department. Reports are to be submitted to the Town of Greenwich Human Resources Department.

## **Timeframe For Provision of Services and Test Results**

The Contractor shall provide all medical services within five (5) business days of request by the Town.

The Contractor shall provide to the Town test results within five (5) business days of testing.

## **Invoices**

The Contractor shall forward all invoices to the Town of Greenwich Human Resources Department. Invoices shall not contain an employee's social security number. Invoices are to reference the contract number and to be segregated by Town departments with individual invoice numbers per person per date of service.

## **Availability**

**Contractor shall be available during normal business hours Monday thru Friday 8 a.m. to 4 p.m. and one evening per week for all medical services.**

## **TERMS AND CONDITIONS**

Joan Sullivan, Director of Purchasing, has been designated to be responsible for the conduct of this procurement. **All questions relating to this RFP must be addressed in writing by email to "jsullivan@greenwichct.org" or by facsimile to 1 (203) 622-7776. The deadline for questions is 4:00 p.m. on February 23, 2012. Questions received after this deadline cannot be answered.**

## **Proposal Due Date and Time**

**Proposals shall be due on March 6, 2012 at 3:00 p.m. in the Town of Greenwich Purchasing Department located at Town Hall, 101 Field Point Road, Greenwich, Connecticut 06830. One (1) original and four (4) copies of the proposal are to be provided.**

**Proposals must be presented in a sealed envelope or package and marked with the Request For Proposal #6844. Proposals transmitted by fax or email will not be accepted or reviewed.**

Proposals which are received after the due date and time will not be considered.

## **Issuance of Addenda**

The Town of Greenwich reserves the right to amend this solicitation by addenda. Addenda will be posted to the Town's website ([www.greenwichct.org/bids](http://www.greenwichct.org/bids)) up to 48 hours in advance of the bid/proposal's due date and time. **It is the bidder's responsibility to check the Town's website for addenda.** If in the Town's opinion revisions are of such a magnitude, the deadline for this solicitation may be extended in an addendum. In addition, addenda can change specifications, reply sheets, and times and dates for prebid meetings as well as due dates/deadlines for questions and bids/proposals. **No notification of addenda issuance will be made other than on the Town's website.**

## **Taxes**

The Town of Greenwich is exempt from the payment of taxes imposed by the federal government and or State of Connecticut, and such taxes shall not be in the prices.

## **Packaging**

Each proposal must be sealed to provide confidentiality of the information prior to the submission date and time. The Town will not be responsible for premature opening of proposals not properly labeled.

## **Proposal Inclusions**

All equipment, accessories, labor, and materials must be furnished by the Contractor for completion of the project. Any additional materials or equipment necessary for this service not specified or described herein will be deemed to be part of the scope of work.

## **Proposal Costs**

The Respondent shall be responsible for all costs incurred in the development and submission of this proposal. The Town assumes no contractual obligation as a result of the issuance of this RFP, the preparation or submission of a proposal by a respondent, the evaluation of an accepted proposal, or the selection of finalists. The Town shall not be contractually bound until the Town and the successful Respondent have executed a written contract for the performance of the work.

## **Proposals and Work Product Property of Town of Greenwich**

All proposals submitted in response to this RFP are to be the sole property of the Town of Greenwich. Respondents are encouraged not to include in their proposals any information that is proprietary. All materials associated with this procurement process are subject to the terms of State of Connecticut laws defining freedom of information and privacy, and all rules, regulations and interpretations resulting from those laws.



### **Withdrawal of Proposals Prior To Deadline**

Anyone wishing to withdraw a proposal prior to the deadline may do so by preparing a formal written request on company letterhead. The person who signs the letter must be the same person who signs the reply sheets. The Town will verify that the signature on the letter matches the signature on the reply sheets.

The Town will also verify the request to withdraw the proposal by calling the respondent at the telephone number supplied on the reply sheets.

After the Town is satisfied that a request to withdraw a proposal before the established deadline is valid, the proposal will be returned to the respondent. The respondent may then withdraw completely from the process, or may modify the proposal and resubmit before the deadline.

### **Withdrawal of Proposals After The Deadline**

After the proposal deadline has passed, the submitted proposals become the property of the Town and are valid offers to be honored by the respondent for sixty (60) days, as specified in the Request for Proposal.

Respondents who do not honor their proposals for the sixty (60) day period shall be declared irresponsible.

### **No Changes to Proposal**

No additions or changes to the original proposal will be allowed after submission. While changes are not permitted, clarification of proposals may be required by the Town of Greenwich at the Respondent's sole cost and expense.

### **Reservation of Rights**

The Town of Greenwich Purchasing Department reserves the right to reject any and all proposals deemed to be in the best interest of the Town of Greenwich or to accept that proposal which appears to be in the best interest of the Town of Greenwich. The Town of Greenwich Purchasing Department reserves the right to waive any informality in or reject any or all proposal, or any part of any proposal.

### **Presentations**

Selected respondents may be required to present their proposals to the Town representative. The costs of such presentations shall be borne solely by the respondents.

## **Applicable Law**

The laws of the State of Connecticut shall govern any contract resulting from this RFP. In the event of litigation, the exclusive venue and place of jurisdiction shall be the Judicial District of Stamford/Norwalk located in Stamford, Connecticut.

## **Contract**

The Town of Greenwich has included as part of the RFP, **Exhibit C**, the **Service Agreement Contract** format to be used for this procurement of consulting services.

The contract will represent the entire agreement between the Respondent and the Town of Greenwich and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The Town shall assume no liability for payment of services under the terms of the contract until the successful Respondent is notified that the contract has been accepted and approved by the Town. The contract may be amended only by means of a written instrument signed by the Town and the contractor.

## **Insurance Requirements**

The awarded vendor will be required to provide insurance coverage as specified on the Insurance Requirements Sheet, **Exhibit A** of this RFP. Upon award, the Acord certificate of insurance form must be completed by the vendor's insurance agent/broker and submitted to the Purchasing Department. It must be stated on the Acord form that the Town of Greenwich has been added as an additional insured under the General Liability coverage. The signing agent/broker must also certify in writing that the Town of Greenwich has been endorsed as an additional insured on the General Liability insurance policy and stating such in the "Description of Operations" section. The "Description of Operations" section should also reference Service Agreement Contract No. XXXX, Medical Services. This letter shall be addressed to the Town's Director of Purchasing and **must follow exactly the format of the letter attached as Exhibit B**. The authorized representative who signs the Acord form must sign the letter as well.

The Acord certificate of insurance must be signed by an individual authorized representative, not with the agency name. The signature must be an original ink signature, not a stamped signature. The authorized representative who signs the Acord form must sign the letter as well.

*The Town of Greenwich will not accept insurance coverage, other than Excess Liability coverage from insurance providers that are surplus lines writers in Connecticut. All insurance companies providing coverage, other than excess liability coverage, must be licensed in the state of Connecticut.*

The Contractor shall be responsible for maintaining the specified insurance coverages in force to secure all of the Contractor's obligations under the Contract with an insurance company or companies with an AM Best Rating of B+: VII or better, licensed to write such insurance in

Connecticut and acceptable to the Risk Manager, Town of Greenwich. For excess liability only, non-admitted insurers are acceptable, provided they are permitted to do business through Connecticut excess line brokers per listing on the current list of Licensed Insurance Companies, Approved Reinsurers, Surplus Lines Insurers and Risk Retention Groups issued by the State of Connecticut Insurance Department.

The Respondent should also submit with the proposal the signed, original **“Insurance Procedure”** form, **page 18**, which states that the Respondent agrees to provide the specified insurance coverage for this proposal at no additional charge above any insurance charge declared in the proposal.

### **Execution of Agreement**

The Respondent whose proposal is accepted will be required and agrees to duly execute the agreement and furnish the required insurance certificates within ten (10) days after award of the contract.

### **Cancellation of Award/Contract**

If the Contractor fails to perform or observe any material term or condition of the agreement and such failure continues for thirty (30) days after receipt of written notice, the Town may cancel the contract without liability for cancellation/termination charges.

### **Proposal Format and Requirements**

Proposals must be word processed, be printed on white paper and use a font size of not less than 10 points.

All responses to the RFP must conform to the instructions. Failure to include any required signatures, provide the required number of copies, to meet deadlines, answer all questions, follow the required format, or failure to comply with any other requirements of this RFP may be considered appropriate cause for rejection of the response.

The following proposal format requirements are designed to solicit information critical to the Town’s evaluation of the Respondent’s capabilities. The responses in this section will be a critical component in the evaluation.

The Respondent shall deliver one (1) complete original proposal, and four (4) complete copies to the Purchasing Department before the deadline.

At the very beginning of the proposal, the Respondent should include a letter of transmittal signed by an individual authorized to bind the Respondent.

The Respondent should repeat each question below, followed by the answer and/or form. Answers should be concise, but complete. Forms, where required, must be included.

Respondents are expected to respond specifically to each question in this section. Failure to respond to all applicable questions and form requirements in this section may result in rejection of the proposal.

1. State the Respondent's full company name and home office address. Describe the organizational structure (e.g., publicly held corporation private non-profit, partnership, etc. ) If it is incorporated, Respondent shall indicate the state in which it is incorporated and the date of incorporation or founding date.
2. List the name, title, mailing address, telephone number, fax number and email address of the primary contact person for this proposal.
3. Describe the organization and provide a brief history of the company.
4. Indicate how long the Respondent has been providing medical services, as well as the types of services and reports the Respondent has been involved with as the primary Contractor.
5. Provide three (3) references from recent clients. Provide the name, title, company name and address and phone number for each reference.
6. Discuss the Respondent's ability to provide expertise and experience in the conduct of the specified medical services.
7. Describe any professional or ethical conflicts that may interfere with the handling of this contract.
8. Discuss the Respondent's resources and personnel that help distinguish the Contractor from the Contractor's competition.
9. Attach copies of the résumé(s) of the staff that will be assigned to provide medical services to the Town.
10. Complete and submit with the proposal all required forms, including all Reply Sheets, the Insurance Procedure Form, and the Statement of Proposing Company's Qualifications form.

## **EVALUATION CRITERIA AND PROCESS**

The Evaluation Committee, consisting of the Assistant Director, as well as a representative from the Department of Public Works and the Fire Department, shall review, evaluate and rank the proposals received.

The proposals and the Respondent(s) shall be evaluated and selected based on a number of criteria including; staff credentials and qualifications, number of years of related work experience with accounts similar in size to the Town of Greenwich, quality of the references, a demonstrated ability to provide the medical services in a timely fashion and cost of services.

The financial strength of the finalist(s) may also be considered. The Town may also elect to interview one (1) or more of the finalists. The results of the formal interview process, if conducted, will also be factored into selecting the Contractor.

**STATEMENT OF PROPOSING COMPANY'S QUALIFICATIONS**

Company Name \_\_\_\_\_

Address \_\_\_\_\_

Phone Number \_\_\_\_\_ Fax No. \_\_\_\_\_

When organized \_\_\_\_\_

State of incorporation \_\_\_\_\_

How many years has company been engaged in business related to this proposal under the present company's name: \_\_\_\_\_

Contracts now in hand (gross amount) \_\_\_\_\_

Company Officers \_\_\_\_\_

Have you ever defaulted on a contract or failed to complete a contract within the specified time?

☐ Yes      ☐ No

If so, please explain: \_\_\_\_\_

Exceptions taken, if any, to request for proposal specifications: \_\_\_\_\_

Respondent agrees prices will remain firm for \_\_\_\_\_ days.

**AUTHORIZED SIGNATURE** \_\_\_\_\_

**PRINT NAME** \_\_\_\_\_

**TITLE** \_\_\_\_\_

**TEL. NO.** \_\_\_\_\_

**TAXPAYER IDENTIFICATION NO.** \_\_\_\_\_

**TOWN OF GREENWICH**

**REQUEST FOR PROPOSAL #6844 DEADLINE: 3/6/12 AT 3:00 P.M.**

**TOWN OF GREENWICH MEDICAL SERVICES**

**REPLY SHEET (Page 1 of 5)**

The respondent shall provide pricing for the various services to be provided below. Pricing shall remain firm for the first twelve (12) months of the contract. Respondent shall also declare any increases or decreases in pricing, if any for option years one (1) through four (4) of the contract.

General pre-employment medical examinations – non public safety, to include drug screens and a limited functional capacity examination when a position includes physical activity \$ \_\_\_\_\_

PPD \$ \_\_\_\_\_

Chest X-Ray and evaluation \$ \_\_\_\_\_

Pre-employment and annual/biennial physicals for Public Safety Police and Fire Candidates \$ \_\_\_\_\_

Stress tests \$ \_\_\_\_\_

Respirator Form review, OSHA respiratory exam \$ \_\_\_\_\_

PSA \$ \_\_\_\_\_

OSHA compliance examinations for Firefighters \$ \_\_\_\_\_

Blood typing \$ \_\_\_\_\_

Fitness For Duty/Disability/Independent Medical Evaluations to include description as given in RFP \$ \_\_\_\_\_

Consultations \$ \_\_\_\_\_

DOT random drug and alcohol testing program administration \$ \_\_\_\_\_

Random NIDA and breath alcohol testing \$ \_\_\_\_\_

Preplacement drug and alcohol screening only – for those in safety sensitive positions, i.e. boat crew and lifeguards \$ \_\_\_\_\_

**Respondent's Company Name:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

**TOWN OF GREENWICH**

**REQUEST FOR PROPOSAL #6844 DEADLINE: 3/6/12 AT 3:00 P.M.**

**TOWN OF GREENWICH MEDICAL SERVICES**

**REPLY SHEET (Page 2 of 5)**

NIDA urine drug screen with MRO \$ \_\_\_\_\_

Non-NIDA urine drug screen with MRO \$ \_\_\_\_\_

Breath alcohol test \$ \_\_\_\_\_

Pre-offer candidate limited functional capacity evaluation, generally full day – per description given in RFP \$ \_\_\_\_\_

Charge for Vaccines:

Hep A \$ \_\_\_\_\_

Hep B \$ \_\_\_\_\_

Flu \$ \_\_\_\_\_

PPD \$ \_\_\_\_\_

Additional pricing, if any, to be inserted by Respondent:

#1 \_\_\_\_\_ \$ \_\_\_\_\_

#2 \_\_\_\_\_ \$ \_\_\_\_\_

#3 \_\_\_\_\_ \$ \_\_\_\_\_

Cancellation Policy – Please state:

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Do you charge for No Show? Yes/No

If “Yes”, what is charge for No Show? \$ \_\_\_\_\_

Respondent’s Company Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_



**TOWN OF GREENWICH**

**REQUEST FOR PROPOSAL #6844 DEADLINE: 3/6/12 AT 3:00 P.M.**

**TOWN OF GREENWICH MEDICAL SERVICES**

**REPLY SHEET (Page3 of 5)**

All of the stated pricing shall be in effect for the first twelve months, the first year of the contract.

Respondent declares any price increases/decreases for option years one (1) through four (4) of the contract:

Option year #1        \_\_\_\_\_ % increase        \_\_\_\_\_ % decrease

Option year #2        \_\_\_\_\_ % increase        \_\_\_\_\_ % decrease

Option year #3        \_\_\_\_\_ % increase        \_\_\_\_\_ % decrease

Option year #4        \_\_\_\_\_ % increase        \_\_\_\_\_ % decrease

If Respondent has not declared any price increases or decreases, pricing shall remain fixed for the first year and four option years, if elected.

**EXCEPTIONS**

Respondent shall state any exceptions that he/she is taking to the specifications in this Request For Proposal, to include insurance requirements and contract language. Any exceptions not stated here shall not be considered by the Town.

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**Respondent's Company Name:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

**TOWN OF GREENWICH**

**REQUEST FOR PROPOSAL #6844 DEADLINE: 3/6/12 AT 3:00 P.M.**

**TOWN OF GREENWICH MEDICAL SERVICES**

**REPLY SHEET (Page 4 of 5)**

**Non-collusion Language**

In submitting this bid/proposal, the undersigned declares that this is made without any connection with any persons making another bid/proposal on the same contract; that the bid/proposal is in all respects fair and without collusion, fraud or mental reservation; and that no official of the Town, or any person in the employ of the Town, is directly or indirectly interested in said bid/proposal or in the supplies or work to which it relates, or in any portion of the profits thereof.

**Compliance with Ethics Code**

In submitting this bid, the undersigned further declares that it has not, and will not, induce or attempt to induce any Town of Greenwich employee or officer to violate the Greenwich Code of Ethics in connection with its offer to provide goods or services under, or otherwise in the performance of, such contract.

The undersigned further understands that the above declarations are material representations to the Town of Greenwich made as a condition to the acceptance of the bid/proposal. If found to be false, the Town of Greenwich retains the right to reject said bid/proposal and rescind any resulting contract and/or purchase order and notify the undersigned accordingly, thereby declaring as void said bid/proposal and contract or purchase order.

**RESPONDENT CONTACT INFORMATION:**

**RESPONDENT NAME** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_

\_\_\_\_\_

**TELEPHONE #** \_\_\_\_\_ **FAX #** \_\_\_\_\_

**E-MAIL ADDRESS** \_\_\_\_\_

**WEB SITE** \_\_\_\_\_

**AUTHORIZED SIGNATURE** \_\_\_\_\_

**PRINT NAME** \_\_\_\_\_

**TITLE** \_\_\_\_\_

**TAXPAYER IDENTIFICATION NO.** \_\_\_\_\_

**INCORPORATED IN THE STATE OF** \_\_\_\_\_ **Corporate Seal** ☐ **Yes** ☐ **No**

**TOWN OF GREENWICH**

**REQUEST FOR PROPOSAL #6844 DEADLINE: 3/6/12 AT 3:00 P.M.**

**TOWN OF GREENWICH MEDICAL SERVICES**

**REPLY SHEET (Page 5 of 5)**

The Greenwich Code of Ethics can be found at [www.greenwichct.org](http://www.greenwichct.org). Relevant provisions of the Code of Ethics state as follows:

2. **DEFINITION.** (1) Indirect interest, without limiting its generality, shall mean and include the interest of any subcontractor in any prime contract with the town and the interest of any person or his immediate family in any corporation, firm or partnership which has a direct or indirect interest in any transaction with the town. (2) Substantial financial interest shall mean any financial interest, direct or indirect, which is more than nominal and which is not common to the interest of other citizens of the town. (3) Town officer shall mean and include any official, employee, agent, Contractor or member, elected or appointed, of any board, department, commission, committee, legislative body or other agency of the town. (4) Transaction shall mean and include the offer, sale or furnishing of any real or personal property, material, supplies or services by any person, directly or indirectly, as vendor, prime Contractor, subcontractor or otherwise, for the use and benefit of the town for a valuable consideration, excepting the services of any person as a town officer.
3. **GIFTS AND FAVORS.** No town officer or his immediate family shall accept any valuable gift, thing, favor, loan or promise which might tend to influence the performance or nonperformance of his official duties.
4. **IMPROPER INFLUENCE.** No town officer having a substantial financial interest in any transaction with the town or in any action to be taken by the town, shall use his office to exert his influence or to vote on such transaction or action.

**By signing below, the undersigned declares that he/she has read the non-collusion language contained herein and agrees to abide by its contents:**

**AUTHORIZED SIGNATURE** \_\_\_\_\_

**PRINT NAME** \_\_\_\_\_

**COMPANY NAME** \_\_\_\_\_

**TOWN OF GREENWICH**  
**INSURANCE PROCEDURE**

**PLEASE NOTE:**

**RETURN THIS COMPLETED FORM WITH YOUR BID/PROPOSAL. FAILURE TO DO SO MAY RESULT IN YOUR BID/PROPOSAL BEING REJECTED.**

Please take the insurance requirements of the Contract to your agent/broker immediately upon receipt of the bid documents to determine your existing coverage and any costs for new or additional coverage required for the work noted in this Request for Bid/Proposal. Any bids/proposals which contain exceptions to the insurance requirements may be considered nonresponsive and may be rejected.

**STATEMENT OF VENDOR:**

**I have read the insurance requirements for this work and have taken the documentation to my insurance agent/broker. The bid/proposal cost reflects any additional costs relating to insurance requirements for this work.**

**If I am awarded this contract, I or my insurance agent shall submit all of the required insurance documentation to the Town of Greenwich Purchasing Department within ten (10) days after the date of the award of the contract.**

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Signature

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Date

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Contractor

# Insurance Requirement Sheet

EXHIBIT A

**Insurance Requirements:** Before starting and until final completion and acceptance of the work called for in the Contract and expiration of the guarantee period provided for in the Contract, the Contractor and its subcontractors, if any, shall procure and maintain insurance of the types and amounts checked in paragraphs A through F below for all Contract operations.

- ☒ A. General Liability, with minimum coverages for combined bodily injury and property damage liability of \$2,000,000 general aggregate, \$1,000,000 per occurrence including:
- ☒ 1. Commercial General Liability.
  - ☒ 2. Town as additional insured.
  - ☐ 3. Owners and Contractors Protective Liability (separate policy in the name of the Town).
- ☒ B. Comprehensive Automobile Liability, with minimum coverages of \$1,000,000 combined single limit for bodily injury and property damage, including, where applicable, coverage for any vehicle, all owned vehicles, scheduled vehicles, hired vehicles, non-owned vehicles and garage liability.
- ☒ C. Excess Liability, with minimum coverage of \$5,000,000 in umbrella form, or such other form as approved by Town Department Head and Risk Management Director.
- ☒ D. Workers' Compensation and Employer's Liability, with minimum coverages as provided by Connecticut State Statutes.
- ☒ E. Professional Liability (for design and other professionals for Errors and Omissions), with minimum coverage of \$1,000,000. If the policy is on a claims-made basis, coverage shall be continually renewed or extended for three (3) years after work is completed under the Contract.
- ☐ F. Other (Builder's Risk, etc.): \_\_\_\_\_.
- ☒ G. **CERTIFICATE HOLDER: TOWN OF GREENWICH**  
**ATTN: PURCHASING DEPT. (Also fill in on ACORD Certificate of Insurance)**  
**101 Field Point Road, Greenwich, CT 06830.**

The Acord certificate of insurance form must be executed by your insurance agent/broker and returned to this office. Company name and address must conform on all documents including insurance documentation. It is required that the agent/broker note the individual insurance companies providing coverage, rather than the insurance group, on the Acord form. The Contract number (provided to the awarded Contractor), project name and a brief description must be inserted in the "Description of Operations" field. It must be confirmed on the Acord Form that the Town of Greenwich is endorsed as an additional insured by having the appropriate box checked off and stating such in the "Description of Operations" field. A letter from the awarded vendor's agent/broker certifying that the Town of Greenwich has been endorsed onto the general liability policy as an additional insured is also **mandatory**. This letter **must follow exactly the format provided by the Purchasing Department and must be signed by the same individual authorized representative who signed the Acord form.** If the insurance coverage required is provided on more than one Acord certificate of insurance, then additional endorsement letters are also required. Contract development will begin upon receipt of complete, correct insurance documentation.

The Contractor shall be responsible for maintaining the above insurance coverages in force to secure all of the Contractor's obligations under the Contract with an insurance company or companies with an AM Best Rating of B+:VII or better, licensed to write such insurance in Connecticut and acceptable to the Risk Manager, Town of Greenwich. For excess liability only, non-admitted insurers are acceptable, provided they are permitted to do business through Connecticut excess line brokers per listing on the current list of Licensed Insurance Companies, Approved Reinsurers, Surplus Lines Insurers and Risk Retention Groups issued by the State of Connecticut Insurance Department.

**AGENT/BROKER  
(LETTERHEAD)**

**(Date)**

Town of Greenwich  
Joan T. Sullivan, Director of Purchasing  
101 Field Point Road  
Greenwich, CT 06830

Re: **(Name of the Insured)**  
Town of Greenwich Contract No. XXXX

Dear Mrs. Sullivan:

The undersigned hereby certifies as follows:

- (1) I am a duly licensed insurance agent under the laws of the State of **[insert state]** and an authorized representative of all companies affording coverage under the Acord form submitted herewith;
- (2) The Town of Greenwich has been endorsed as an additional insured under general liability policy no. **[insert policy number]**, issued by **[insert company affording coverage]** to **[name of insured]**;
- (3) The general liability policy referenced in paragraph (2) above meets or exceeds the coverage in Commercial General Liability ISO form CG 00 01 10 01, including contractual liability;
- (4) The policies listed in the Acord form submitted to the Town of Greenwich in connection with the above referenced contract have been issued to the insured in the amounts stated and for the periods indicated in the Acord form; and
- (5) The Town of Greenwich shall be given thirty (30) days prior written notice of cancellation, lapse or restrictive amendment (except ten days notice of nonpayment) of the policies listed in the Acord form.

Sincerely,

**(Signature)**

Type Name  
Authorized Representative for all companies listed in the Acord form

## **SERVICE AGREEMENT**

# \_\_\_\_\_

THIS SERVICE AGREEMENT, executed this \_\_\_\_\_ day of \_\_\_\_\_ in the year Two Thousand Twelve, (herein referred to as the "Agreement") by and between the Town of Greenwich, Connecticut, (hereinafter referred to as "Town"), acting through \_\_\_\_\_ hereunto duly authorized, and \_\_\_\_\_, (hereinafter referred to as "Contractor") acting through \_\_\_\_\_ (insert name of individual) duly authorized.

**WITNESSETH**, that in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the parties agree as follows:

### **1. DEFINITIONS:**

Wherever the words hereinafter defined or pronouns used in their stead occur in the Agreement Documents, they shall have the following meaning:

"Contractor" shall mean the person or organization identified as such in this Agreement and shall include his authorized representative.

"Contracting Officer or Agency" shall mean that official of the Town which awards the contract, executes the Agreement and any Purchase Order(s) pursuant to this Agreement, and is the Town's authorized representative.

"Work" shall mean the provision of equipment and labor to complete Purchase Order.

The Contractor's Bid (attached hereto as Exhibit B) as accepted by the Town, the Contract Conditions and Specifications and all addenda and amendments to any of the foregoing, collectively constitute the Agreement Documents, and are sometimes herein referred to as the "Agreement".

2. **DESCRIPTION OF WORK:**

See description of work as noted below. Any additional work is to be performed pursuant to Purchase Order(s) issued referencing the appropriate Service Agreement number.



**3. PAYMENT AND PERIOD:**

Base Contract period is:	through .
First option year is:	through .
Second option year is:	through .
Third option year is:	through .
Fourth option year is:	through .

The Contractor shall invoice the Town on a services rendered basis.

Such payments will be made by the Town net 30 for all services actually rendered, and the acceptance by the Contractor of any such payment shall be a release to the Town of all claims and all liability to the Contractor in connection with the Agreement, arising during the period for which payment is made. No payment, however, shall operate to release the Contractor or its sureties or insurers from any obligation under the Agreement to be entered into or any insurance policies issued in connection with said contract. Payment shall be made on the basis of unit price and/or hourly rate as noted in the Contractor's Bid (attached hereto as Exhibit B). The initial contract amount shall be the amount noted on the face sheet of this Agreement. Payment for additional work performed pursuant to Purchase Order(s) shall be in the amount stated on such Purchase Order(s).

**4. PERFORMANCE MAINTENANCE AND PAYMENT BOND:**

The Contractor shall, simultaneously with the signing of this Agreement, furnish the Town with the executed Performance, Maintenance and Payment Bond of a surety company authorized to do business in the State of Connecticut, and acceptable to the Town, in the sum of the full amount of the Contract obligation in the form provided by the Town.

**The above is only required for contracts exceeding \$100,000.00.**

**5. INSURANCE:**

The Contractor shall take out and maintain during the life of this Agreement the types and amounts of insurance as are set forth in the attached Exhibit A. At the time of the signing of this Agreement by the Contractor, the Contractor shall furnish the Town with a completed certificate of insurance on the Town form that is included in the attached Exhibit A evidencing such coverage.

**6. CONTRACTOR AN INDEPENDENT CONTRACTOR:**

Contractor shall at all times be deemed to be an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of the Agreement. Nothing herein contained shall be construed as creating the relationship of employer and employee or principal and agent, between the Town, its agencies, employees, agents and Contractor, its employees and agents. Contractor assumes exclusively the responsibility for the acts of its employees and agents as they relate to the services to be provided during the course and scope of their employment. Contractor, its agents and employees shall not be entitled to any rights and privileges of Town employees and shall not be considered in any manner to be Town employees.

**7. STANDARD OF OBLIGATION AND SERVICE:**

Any conflict between this Agreement and any Invitation To Bid, Request For Proposal, bid or response to Request For Proposal shall be resolved in favor of this Agreement, with the exception that any provision of any Invitation To Bid, Request For Proposal, bid or response to Request For Proposal, that is attached as an Exhibit to this Agreement, which Exhibit provides for a higher standard of obligation or service by Contractor, shall control as to the standard of obligation and service required of the Contractor and shall thereby supplement this Agreement.

**8. TERMINATION:**

The Town may at any time and for any reason terminate this Agreement by written notice specifying the termination date, which shall be not less than seven (7) days from the date such notice is given. Termination under this section shall not give rise to any claim against the Town for damages for compensation in addition to that provided hereunder.

**9. DEFECTIVE WORK:**

The inspection of the Work shall not relieve the Contractor of any of his obligations to perform and complete the Work as required by the Agreement. Defective work shall be corrected and unsuitable materials, equipment apparatus and other items shall be replaced by the Contractor, notwithstanding that such work, materials, equipment, apparatus and other items may have been previously overlooked or accepted or estimated for payment.

**10. GUARANTEE:**

The Contractor guarantees that the work and services to be performed under the Agreement and all workmanship, materials and equipment performed, furnished, used or installed in the construction of the same, shall be free from defects and flaws, and shall be performed and furnished in strict accordance with the drawings, specifications, and other contract documents, that the strength of all parts of all manufactured equipment shall be adequate and as specified and that the performance test requirements of the contract shall be fulfilled. This guarantee shall be for a period of one year from and after the date of completion and acceptance of the work as stated in the final estimate. The Contractor shall repair, correct or replace as required, promptly and without charge, all work, equipment and materials, or parts thereof, which fail to meet the above guarantee or which in any way fail to comply with or fail to be in strict accordance with the terms and provisions and requirements of the Agreement during such one year period, and also shall repair, correct or replace all damage to the work resulting from such failure.

If the manufacturer's warrantee for equipment and materials installed is greater than the one year period for warrantee specified above, the warrantee will be passed through to the Town. Upon completion of the project by the Contractor and acceptance by the Town, all warrantees will be passed through to the Town and all paperwork turned over to the Town.

**11. COMPLIANCE WITH LAWS:**

The Contractor shall keep himself fully informed of all existing and future federal, state and local laws, ordinances, rules and regulations affecting those engaged or employed on the work, the materials and equipment used in the work or the conduct of the work, and of all orders, decrees and other requirements of bodies or tribunals having any jurisdiction or authority over the same. If any discrepancy or inconsistency is discovered in the Specifications or other Agreement Documents in relation to any such law, ordinance, rule, regulation, order, decree or other requirement, the Contractor shall forthwith report the same to the Town in writing. The Contractor shall at all times observe and comply with, and cause all his agents, servants, employees and subcontractors to observe and comply with all such existing and future laws, ordinances, rules, regulations, orders, decrees and other requirements, and he shall protect, indemnify and save harmless the Town, its officers, agents, servants and employees from and against any and all claims, demands, suits proceedings, liabilities, judgments, penalties, losses, damages costs and expenses, including attorneys' fees, arising from or based upon any violation or claimed violation of any such law, ordinance, rule, regulation, order, decree or other requirement, whether committed by the Contractor or any of his agents, servants, employees or subcontractors.

**12. INDEMNITY:**

The Contractor shall indemnify and save harmless the Town and its officers, agents, servants and employees, from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses, including attorneys' fees, on account of bodily injury, sickness, disease or death sustained by any person or persons or injury or damage to or destruction of any property, directly or indirectly arising out of, relating to or in connection with the Work, whether or not due or claimed to be due in whole or in part to the active, passive or concurrent negligence or fault of the Contractor, his officers, agents, servants or employees, any of his subcontractors, the Town any of his respective officers, agents, servants or employees and/or any other person or persons, and whether or not such claims, demands, suits or proceedings are just, unjust, groundless, false or fraudulent; and the Contractor shall and does hereby assume and agrees to pay for the defense of all such claims, demands, suits and proceedings; and provided that the Contractor shall not be required to indemnify the Town, its officers, agents, servants or employees against any such damages occasioned solely by acts or omissions of the Town other than supervisory acts or omissions of the Town in connection with the Work.

**13. CLAIMS FOR DAMAGES:**

If the Contractor makes claim for any damages alleged to have been sustained by breach of contract or otherwise, he shall, within ten (10) days after occurrence of the alleged breach or within ten (10) days after such damages are alleged to have been sustained whichever date is the earlier, file with the Contracting Officer a written, itemized statement of the details of the alleged breach and the details and amount of the alleged damages. The Contractor agrees that unless such statement is made and filed as so required, his claim for damages shall be deemed waived, invalid and unenforceable, and that he shall not be entitled to any compensation for any such

alleged damages. Within ten (10) days after the timely filing of such statement, the Contracting Officer shall file with the appropriate department of the Town, one copy of the statement, and shall file with the Town and the Contractor his determination thereon. The Contractor shall not be entitled to claim any additional compensation for damages by reason of any direction, instruction, determination or decision of the Town or its agents, nor shall any such claims be considered, unless the Contractor shall have complied in all respects with the provisions of this paragraph.

**14. ABANDONMENT OF THE WORK OR OTHER DEFAULT:**

If the Work shall be abandoned, or any part thereof shall be sublet without previous written consent of the Town, or the Agreement or any moneys payable hereunder shall be assigned otherwise than as herein specified, or if at any time the Contracting Officer shall be of the opinion, and shall so certify in writing, that the conditions herein specified as to rate of progress are not being complied with, or that the Work or any part thereof is being unnecessarily or unreasonably delayed, or that the Contractor has violated or is in default under any of the provisions of the Agreement, or if the Contractor becomes bankrupt or insolvent or goes or is put into liquidation or dissolution, either voluntarily or involuntarily, or petitions for an arrangement or reorganization under the Bankruptcy Act, or makes a general assignment for the benefit of creditors or otherwise acknowledges insolvency, the happening of any of which shall be and constitute a default under the Agreement, the Town may notify the Contractor in writing, with a copy of such notice mailed to the surety, to discontinue all Work or any part thereof; thereupon the Contractor shall discontinue such Work or such part thereof as the Town may designate; and the Town may, upon giving such notice, by Agreement or otherwise as it may determine, complete the Work or such part thereof and charge the entire cost and expense of so completing the work. The Town shall be entitled to reimbursement from the Contractor and the Contractor agrees to pay to the Town any losses, damages, costs and expenses, including attorneys' fees, sustained or incurred by the Town by reason of any of the foregoing causes. For the purpose of such completion the Town may for itself or for any Contractors employed by the Town take possession of and use or cause to be used any and all materials, equipment, plant, machinery, appliances, tools, supplies and such other items of every description that may be found or located at the site of the Work.

All costs, expenses, losses, damages, attorneys' fees, and any and all other charges incurred by the Town under this subsection shall be charged against the Contractor and deducted and/or paid by the Town out of any moneys due and payable or to become due or payable under the Agreement to the Contractor; in computing the amounts chargeable to the Contractor, the Town shall not be held to a basis of the lowest prices for which the completion of the Work or any part thereof might have been accomplished, but all sums actually paid or obligated therefor to effect its prompt completion shall be charged to and against the account of the Contractor. In case the costs, expenses, losses, damages, attorneys' fees and other charges together with all payments theretofore made to or for the account of the Contractor are less than the sum which would have been payable under the Agreement if the Work had been properly performed and completed by the Contractor, the Contractor shall be entitled to receive the difference, and, and in case such costs, expenses, losses, damages, attorneys' fees and other charges, together with all

payments theretofore made to or for the account of the Contractor, shall exceed the said sum, the Contractor shall pay the amount of the excess to the Town.

**15. LIABILITY OF TOWN:**

No person, firm or corporation, other than the Contractor, who signed this Agreement, shall have any interest herein or rights hereunder. No claim shall be made or be valid either against the Town or any agent of the Town and neither the Town nor any agent of the Town shall be liable for or be held to pay any money except as herein provided.

**16. CLAIMS:**

If at any time there be any evidence of any claims for which the Contractor is or may be liable or responsible hereunder, the Contractor shall promptly settle or otherwise dispose of the same, and until such claims are settled or disposed of, the Town may retain from any moneys which would otherwise be payable hereunder so much thereof as, in its sole judgment, it may deem necessary to settle or otherwise dispose of such claims and to pay the costs and expenses, including attorneys' fees, of defending any actions brought to enforce such claims or incurred in connection therewith or by reason thereof.

**17. PROVISIONS REQUIRED BY LAW DEEMED INSERTED:**

Each and every provision of law and clause required by law to be inserted in the Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though they were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement shall forthwith be physically amended to make such insertion.

**18. PERMITS:**

The Contractor shall, at his own expense, take out and maintain all necessary permits from the State, Town, or other public authorities; shall give all notices required by law; and shall post all bonds and pay all fees and charges incident to the due and lawful prosecution of the Work.

**19. NOT TO SUBLET OR ASSIGN:**

The Contractor shall constantly give his personal attention to the faithful prosecution of the Work, shall keep the same under his personal control, shall not assign the Agreement or sublet the Work or any part thereof without the previous written consent of the Town, and shall not assign any of the moneys payable under the Agreement, or his claim thereto, unless by and with the like written consent of the Town. Any assignment or subletting in violation hereof shall be void and unenforceable.

**20. EMPLOY COMPETENT PEOPLE:**

The Contractor shall employ only competent people on the Work and shall not employ people or means which may cause strikes, work stoppages and/or disturbances by workmen employed by the Contractor, any subcontractor, the Town, the Contracting Officer or any other contractor. Whenever the Contracting Officer notifies the Contractor in writing that in his opinion any person on the Work is incompetent, unfaithful, disorderly, or otherwise unsatisfactory or not employed in accordance with the provisions of the Agreement, such person shall be discharged from the Work and shall not again be employed on it, except with the written consent of the Contracting Officer.

**21. PREVAILING WAGE RATES; CONSTRUCTION SAFETY AND HEALTH COURSE:**

Except as noted below, the Contractor shall comply with the current provisions of Section 31-53 of the General Statutes of the State of Connecticut, a part of which is quoted as follows:

“The wages paid on an hourly basis to any mechanic, laborer or workman employed upon the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such employee to any employee or welfare fund, as defined in subsection (H) of section 31-53 of the General Statutes, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the Town in which such public works project is being constructed. Any Contractor who is not obligated by agreement to make payment or contribution on behalf of such employees to any such employee welfare fund shall pay to each employee as part of his wages the amount of payment or contribution for his classification on each pay day.”

The provisions of this section shall not apply where the total cost of all work to be performed by all Contractors and subcontractors in connection with new construction of any public works project is less than four hundred thousand dollars (\$400,000) or where the total cost of all work to be performed by all contractors and subcontractors in connection with any remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public project is less than one hundred thousand dollars (\$100,000).

All Contractors and subcontractors shall submit certified weekly payrolls, on forms furnished by the Town, for all contracts meeting the aforementioned monetary limits. The certified payrolls shall be submitted with the Contractor's monthly certificate for payment.

Section 31-55a of the General Statutes of the State of Connecticut provides that the prevailing wage rates applicable to any awarded contract or subcontract are subject to annual adjustments each July 1<sup>st</sup> for the duration of the project.

Each Contractor that is awarded a contract shall pay the annual adjusted prevailing wage rate that is in effect each July 1<sup>st</sup>, as posted by the Department of Labor.

It is the Contractor's responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's website. The annual adjustments will be posted on the Department of Labor's web page: [www.ctdol.state.ct.us](http://www.ctdol.state.ct.us). For those without internet access, contact the division listed below.

The Contractor shall also furnish proof with the weekly certified payroll for the first week each employee begins work that any person performing the work of a mechanic, laborer or worker has completed a course of at least ten (10) hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration in accordance with Connecticut General Statutes Section 31-53b and regulations adopted by the State of Connecticut Labor Commissioner.

Questions can be directed to the Contract Compliance Unit, Wage and Workplace Standards Division, Connecticut Department of Labor, 200 Folly Brook Blvd., Wethersfield, CT 06109 at 860-263-6790.

**22. PAYMENT OF SUBCONTRACTORS:**

As required by Section 49-41a of the Connecticut General Statutes, within thirty (30) days after payment to the Contractor by the Town for work under this Agreement, the Contractor shall pay any amount due any subcontractor, whether for labor performed or materials furnished when such labor or materials have been included in a requisition submitted by such Contractor and paid by the Town.

The general contractor shall include in each of its subcontracts, a provision requiring each subcontractor to pay any amounts due any if its subcontractors, whether for labor performed or materials furnished, within thirty days after such subcontractor receives a payment from the general contractor which encompasses labor or materials furnished by such subcontractor.

**23. NON-CONNECTICUT CONTRACTORS**

***THE FOLLOWING IS NOT REQUIRED FOR REPAIR WORK. THE FOLLOWING ONLY APPLIES TO CONTRACTORS LOCATED IN STATES OTHER THAN CONNECTICUT AND FOR PROJECTS INVOLVING RENOVATION OR NEW WORK.***

In the event a service agreement is established between the Town and a non-Connecticut contractor and renovation work or new work is required, the following procedure shall be followed:

1. The nonresident contractor shall provide the Town with a written quotation in the full amount of the project.

2. Upon approval of the quotation by the Town, the Town will issue a purchase order if needed and the following shall be followed:

3. Pursuant to Connecticut General Statutes § 12-430(7), as amended by Public Act No. 03-147 (An Act Concerning Sales Tax Bond Requirements For Nonresident Contractors) and Public Act No. 03-6 (An Act Concerning General Budget And Revenue Implementation), Sec.76, a nonresident contractor shall furnish the Department of Revenue Services (DRS) a

guarantee bond for 5% of the total amount of the purchase order using Form AU-766, copy attached. This form is also available on the State's web site, <http://www.ct.gov/drs/cwp/view.asp?a=1509&q=270990&drsPNavCtr=|41307>

The nonresident contractor must have completed and submitted to the DRS Form REG-1, *Business Taxes Registration Application*, to register with the DRS and have been issued a Connecticut Tax Registration Number. A copy of this form is attached. This form is also available on the State's web site, <http://www.ct.gov/drs/cwp/view.asp?a=1509&q=266240>, for the purpose of online registration.

The nonresident contractor has 120 days from the commencement of the contract to file the guarantee bond. As soon as the guarantee bond is filed with the DRS, a copy of such guarantee bond together with the nonresident contractor's Connecticut Tax Registration Number shall be submitted to the department that issued the purchase order/change order/supplement by the nonresident contractor

After the nonresident contractor receives a Certificate of Compliance from the DRS confirming that the guarantee bond requirement has been met, the nonresident contractor shall submit a copy of said form, referencing the service agreement, to the department that issued the purchase order/change order/supplement.

If the copy of the Certificate of Compliance is not received by the department that issued the purchase order within 120 days from the commencement of the purchase order, the Town will be obligated under law to withhold payment in the amount of 5% of the purchase order total, including the price of all add-ons, and remit the amount as a deposit to the DRS not later than 30 days after the completion of the purchase order.

The Town will also be obligated to withhold 5% from each contractor's invoice if the contractor has invoiced the Town before 120 days from the commencement of the purchase order and has not supplied the Town with a copy of the Certificate of Compliance.

4. This procedure shall be followed each time renovation work or new work is ordered based on a service agreement with a nonresident contractor.

**24. EMPLOY SUFFICIENT LABOR AND EQUIPMENT:**

If in the sole judgment of the Contracting Officer the Contractor is not employing sufficient labor, plant, equipment or other means to complete the Work within the time specified, the Contracting Officer may, after giving written notice, require the Contractor to employ such additional labor, plant, equipment and other means as the Contracting Officer deems necessary to enable the Work to progress properly.

**25. INTOXICATING LIQUORS:**

The Contractor shall not sell and shall neither permit nor suffer the introduction or use of intoxicating liquors upon or about the Work.



**26. ACCESS TO WORK:**

The Town, the Contracting Officer, and their officers, agents, servants and employees may at any and all times and for any and all purposes, enter upon the Work and the site thereof and the premises used by the Contractor, and the Contractor shall at all times provide safe and proper facilities therefor.

**27. EXAMINATION OF WORK:**

The Contracting Officer shall be furnished by the Contractor with every reasonable facility for examining and inspecting the Work and for ascertaining that the Work is being performed in accordance with the requirements and intent of the Agreement, even to the extent of requiring the uncovering or taking down portions of finished work by the Contractor.

**28. PRICES FOR WORK:**

The Town shall pay and the Contractor shall receive the prices stipulated in the pricing schedule of the Contractor's Bid (attached hereto as Exhibit B) made a part hereof as full compensation for everything performed and furnished and for all risks and obligations undertaken by the Contractor under and as required by the Agreement, for the base contract period.

The pricing schedule established in the bid for the first and second option years shall be implemented upon mutual agreement of both parties to extend the term of the Service Agreement for additional one year increments.

**29. GOVERNING LAW:**

The laws of the State of Connecticut shall govern this Contract and any and all litigation related to this Contract. In the event of litigation related to this Contract, the exclusive forum shall be the State of Connecticut and the exclusive venue for such litigation shall be the Judicial District for Stamford/Norwalk at Stamford.

IN WITNESS WHEREOF, the parties of this AGREEMENT have hereunto set their hand and seals the day first above written.

Dated at Greenwich, Connecticut,  
this \_\_\_\_\_ day of \_\_\_\_\_ 2012.

**Witnessed by:**

\_\_\_\_\_  
\_\_\_\_\_

**THE TOWN OF GREENWICH**

By \_\_\_\_\_ L.S.

Its \_\_\_\_\_

**Witnessed by:**

\_\_\_\_\_  
\_\_\_\_\_

**THE CONTRACTOR**

By \_\_\_\_\_ L.S.

Its \_\_\_\_\_

**STATUTORY SHORT FORMS OF ACKNOWLEDGMENT**

**FOR AN INDIVIDUAL ACTING IN HIS OWN RIGHT:**

STATE OF \_\_\_\_\_ )  
 ) ss: \_\_\_\_\_  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, by \_\_\_\_\_  
(name of person acknowledged)

\_\_\_\_\_  
Notary Public  
My Commission Expires:

**FOR A CORPORATION:**

STATE OF \_\_\_\_\_ )  
 ) ss: \_\_\_\_\_  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 2012 by \_\_\_\_\_  
name and title of officer/agent  
of \_\_\_\_\_ a \_\_\_\_\_  
name of corporation State or place of incorporation  
corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

**FOR A PARTNERSHIP:**

STATE OF \_\_\_\_\_ )  
 ) ss: \_\_\_\_\_  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, by \_\_\_\_\_  
acknowledging partner or agent  
partner (or agent) on behalf of \_\_\_\_\_, a partnership.  
name of partnership

\_\_\_\_\_  
Notary Public  
My Commission Expires:

**BY ANY PUBLIC OFFICER, TRUSTEE, OR PERSONAL REPRESENTATIVE:**

STATE OF \_\_\_\_\_ )  
 ) ss: \_\_\_\_\_  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, by \_\_\_\_\_  
name and title of position

\_\_\_\_\_  
Notary Public  
My Commission Expires: